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T.R.A. DOCKET ROOM

May 30, 2003

Hon. Chairman Sara Kyle
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Re: In Re: Complaint of MCImetro Access Transmission Services, LLC and
Brooks Fiber Communications of Tennessee, Inc. Against BellSouth
for Overcharging for High-Capacity Circuits
Docket No. 03-00145

Dear Chairman Kyle:

Enclosed please find the original and fourteen (14) copies of MCI's Responses to BellSouth's First Request for Production of Documents and MCI's Responses to BellSouth's First Interrogatories in the above-captioned docket. Copies have been served on BellSouth Telecommunications, Inc.

Thank you for your assistance in this matter.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By:

Jon E. Hastings

JEH/sja

Enclosures

cc: Guy M. Hicks, Esq.
Dulaney L. O'Roark, III, Esq.

BEFORE THE

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Docket No. 03-00145

MCI'S RESPONSES TO BELL SOUTH'S FIRST REQUEST FOR PRODUCTION OF DOCUMENT

MCImetro Access Transmission Services, LLC and Brooks Fiber

GENERAL OBJECTIONS

MCI makes the following general objections to BellSouth's Document Requests:

1. MCI objects to the Document Requests to the extent they seek to impose

3. MCI objects to the Document Requests to the extent that they seek information that is not relevant to any issue in this proceeding nor reasonably calculated to lead to the discovery of admissible evidence.

4. MCI objects to the Document Requests to the extent that they are overly broad and unduly burdensome.

5. MCI objects to the Document Requests to the extent that they seek proprietary and confidential information. MCI will agree to provide such information only subject to the parties' Protective Agreement in this docket.

REQUESTS FOR PRODUCTION

1. Produce all documents identified in response to BellSouth's First Interrogatories.

RESPONSE: Subject to and without waiving the General Objections, MCI states that responsive documents that MCI's investigation has uncovered to date are produced herewith.

2. Produce any and all correspondence that MCI provided to BellSouth which correspondence relates to MCI's provision of local exchange traffic over the facilities at issue in the Complaint.

RESPONSE: MCI objects to Document Request No. 2 on the grounds that it seeks the production of documents not relevant to any issue in this proceeding nor reasonably calculated to lead to the discovery of admissible evidence, in that it would call for the production of documents concerning routine business dealings of the parties having absolutely nothing to do with the claims MCI has raised in this case. Subject to

and without waiving this objection or the General Objections, MCI states it is producing herewith correspondence between the parties relating to the facilities in question, which MCI's investigation has uncovered to date, to the extent they concern the claims raised in this case.

3. Produce any documents that evidence or relate to MCI seeking to convert special access services to DS1 Combos; including, but not limited to the following: copies of any conversion requests, copies of any spreadsheets submitted, copies of any LSRs submitted, copies of any certification letters stating that MCI is providing a significant amount of local exchange service.

RESPONSE: Subject to and without waiving the General Objections, MCI states that responsive documents that MCI's investigation has uncovered to date are produced herewith. MCI further states that it has not ordered any of the circuits in question using LSRs.

4. Produce any and all correspondence between MCI and BellSouth relating to the three counts MCI has asserted against BellSouth in this docket; including, but not limited to correspondence from or to: Walter J. Schmidt, Michael M. Kent, Bryan K. Green, Patricia Woods, Bill Moxley, Michael Newby, Steven Deluca, Charlene Crumbley, Darren Moore, Ronald Martinez, and Kathy Jesperson.

RESPONSE: Subject to and without waiving the General Objections, MCI states that responsive documents that MCI's investigation has uncovered to date are produced herewith.

5. Produce any and all copies of Jurisdictional Reporting Factors prepared by MCI relating to the facilities at issue in the Complaint.

RESPONSE: Subject to and without waiving the General Objections, MCI states that it is continuing to investigate whether it has responsive documents in its possession, custody or control, and will supplement this response once that investigation has been completed.

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Attorneys for MCI metro Access
Transmission Services, LLC and Brooks
Fiber Communications of Tennessee, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been served upon the following both electronically and via United States Mail this the 30th day of May, 2003.

Guy M. Hicks
Joelle J. Phillips
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300

Jon E. Hastings
Jon E. Hastings

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY**

In the Matter of:

Complaint of MCImetro Access
Transmission Services, LLC and
Brooks Fiber Communications
of Tennessee, Inc. Against
BellSouth for Overcharging for
High-Capacity Circuits

Docket No. 03-00145

MCI'S RESPONSES TO BELL SOUTH'S FIRST INTERROGATORIES

MCImetro Access Transmission Services, LLC and Brooks Fiber Communications of Tennessee, Inc. (collectively, "MCI") hereby respond to the First Interrogatories of BellSouth Telecommunications, Inc. ("BellSouth") filed in this docket.

GENERAL OBJECTIONS

MCI makes the following general objections to BellSouth's First Interrogatories:

1. MCI objects to BellSouth's First Interrogatories to the extent they seek to impose obligations beyond the requirements of the Tennessee Rules of Civil Procedure.
2. MCI objects to BellSouth's First Interrogatories to the extent that they call for information that is exempt from discovery by virtue of the attorney-client privilege, the work product doctrine, or other applicable privilege.
3. MCI objects to BellSouth's First Interrogatories to the extent that they seek information that is not relevant to any issue in this proceeding nor reasonably calculated to lead to the discovery of admissible evidence.

4. MCI objects to BellSouth's First Interrogatories to the extent that they are overly broad and unduly burdensome.

5. MCI objects to BellSouth's First Interrogatories to the extent that they seek proprietary and confidential information. MCI will agree to provide such information only subject to an appropriate confidentiality agreement.

RESPONSE TO INTERROGATORIES

1. For each Interrogatory, identify the person or persons providing information in response thereto.

RESPONSE: Steve DeLuca was the primary person who provided information in response to these interrogatories. Pat Woods provided certain information in response to Interrogatory Nos. 5 and 9. Counsel for MCI also provided responsive information.

2. Please identify, for each of the three counts listed in the Complaint and designate separately by each MCI entity that is a party to this case:

- a. The entire amount that MCI claims it is due to it in refunds prior to the date MCI filed bankruptcy ("pre-petition amount");
- b. The entire amount MCI claims is due in refunds after the date MCI filed bankruptcy ("post-petition amount");
- c. Describe with particularity how you have calculated the amounts claimed; including, but not limited to, the rates used for your calculations, the numbers of trunks, circuits, and/or DS1 combos relating to the refunds claimed, and the dates such rates and facilities were used (for example, if you counted the numbers of facilities relating to a particular count in 2000

and then annualized the amount claimed as compared to calculating refunds based upon the date facilities were actually placed in and/or removed from service, state that fact);

- d. Describe with particularity the dates covered by the amounts claimed;
- e. Describe with particularity any and all credits or other amounts you may have deducted from the amounts claimed, if any, and explain the basis for any such deductions;
- f. Describe with particularity whether MCI contends that claims are continuing to accrue on an ongoing basis; and if, so explain why and provide an estimated monthly amount.

RESPONSE: Subject to and without waiving the General Objections, MCI responds to the subparts of Interrogatory No. 2 as follows:

- a. The requested information is provided in the spreadsheets produced in response to Document Request No. 1.
- b. The requested information is provided in the spreadsheets produced in response to Document Request No. 1.
- c. The requested information is provided in the spreadsheets produced in response to Document Request No. 1.
- d. The requested information is provided in the spreadsheets produced in response to Document Request No. 1.
- e. The requested information is provided in the spreadsheets produced in response to Document Request No. 1.

f. MCI's claims are continuing to accrue on an ongoing basis. With respect to Counts One, Two and Three of the Complaint, MCI's claims are continuing both because BellSouth is continuing to bill MCI at access rates for DS1 interconnection trunks, DS3 transport and combinations of DS1 loop and DS1 transport ("DS1 combos") that MCI previously ordered, and because BellSouth is continuing to bill MCI at access rates for newly installed DS1 interconnection trunks, DS3 transport and DS1 combos. The amounts by which BellSouth is overcharging MCI vary from month to month, but, based on the March 2003 figures, estimated monthly amounts are as follows: on Count One, \$21,343.73; on Count Two, \$7,858.80; and on Count Three, \$45,589.14.

3. With respect to the contention in the Complaint that "BellSouth further contends that because WorldCom has not provided a 'Percent Local Facility' figure for traffic carried over the DS1 interconnection facilities, BellSouth is entitled to apply special access rates to 100% of those facilities. BellSouth's contentions contradict the 1997 and 2002 Agreements, and are inconsistent with BellSouth's tariffs and applicable law" please:

- a. State all facts and identify all documents that support this contention;
- b. Identify each provision of the 1997 and 2002 Agreements that MCI contends are contradicted by BellSouth's request for Percent Local Facility ("PLF") information;
- c. Identify each provision of BellSouth's tariffs that MCI contends are inconsistent with BellSouth's request for PLF information;

- d. Identify the “applicable law” that MCI contends is inconsistent with BellSouth’s request for PLF information.
- e. State the date that MCI contends BellSouth breached the 1997 and 2002 Agreements.

RESPONSE: Subject to and without waiving the General Objections, MCI responds to the subparts of Interrogatory No. 3 as follows:

a. BellSouth has purported to justify its refusal to bill MCI for interconnection trunks at the rates specified in the applicable interconnection agreements, and instead to bill MCI for these circuits at special access rates, on the grounds that MCI has not provided a “Percent Local Facility” (“PLF”) figure for traffic carried over the DS1 interconnection facilities. BellSouth’s contention is inconsistent with the 1997 and 2002 Agreements¹ because they provide that intraLATA and interLATA toll traffic may be carried over the parties’ interconnection trunks, and that the rates to be charged for interconnection trunks are those specified in the agreements. The 2002 Agreements specify the rates that are to be charged for interconnection trunks; do not provide that BellSouth may charge special access rates for all or any portion of such interconnection trunks; and do not provide that BellSouth may require MCI to provide a PLF relating to such trunks. The 1997 Agreement specifies the rates that are to be charged for interconnection; does not provide that BellSouth may charge special access rates for all or any portion of the interconnection trunks ordered under the agreement; and does not provide that BellSouth may require MCI to provide a PLF relating to such trunks. Moreover, the 1997 and 2002 Agreements provide that MCI and BellSouth are to be

¹ The terms “1996 Agreement,” “1997 Agreement” and “2002 Agreements” have the same meanings herein as in the Complaint.

compensated for their portion of the provision of originating and terminating access through a meet point billing arrangement. The 1997 and 2002 Agreements compensate BellSouth fully for its provision of interconnection trunks, and BellSouth is not entitled to additional compensation beyond what the interconnection agreements provide.

BellSouth's Tennessee special and switched access tariffs do not purport to allow BellSouth to charge special access rates for interconnection trunks, rather than the interconnection rates specified in an interconnection agreement. Further, the Tennessee access tariffs do not authorize or permit BellSouth to require parties to provide a PLF.

Under Section 251(c)(2) of the Telecommunications Act of 1996 ("Act"), BellSouth is required to provide "interconnection with [its] network . . . for the transmission and routing of telephone exchange service and exchange access." BellSouth must provide interconnection to carriers providing telephone exchange service and exchange access, and also to carriers providing exchange access only. *In re Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98, First Report and Order at ¶¶ 181-85 (rel. Aug. 8, 1996) ("Local Competition Order"). Thus, BellSouth must permit interconnection trunks to be used to transport intraLATA and interLATA calls. Such interconnection must be provided at TELRIC rates. *See* Local Competition Order at ¶¶ 618-862.

In the spreadsheets being produced in response to Document Request No. 1, MCI is providing circuit identifiers for each of the DS1 interconnection circuits in question. This information will enable BellSouth to retrieve the access service requests ("ASRs") by which MCI ordered these circuits. MCI objects to producing each of these ASRs because doing would be overly burdensome, particularly because the ASRs were

transmitted to BellSouth and thus BellSouth should be able to retrieve them as easily as can MCI.

b. Such provisions include the following:

1997 Agreement: Attachment I, Sections 3 and 7.2 and Table 1; Attachment IV, Section 1.1; and Attachment VIII, Section 3.1.25.

2002 Agreements: Attachment 1, Section 1.4 and Table 1; Attachment 4, Sections 1.5, 2.1.1, 2.1.4, 2.3, 9.8 and 9.9.

c. BellSouth's charging of access rates for interconnection trunks and its purported requirement of a PLF were inconsistent with BellSouth's state access tariffs because those tariffs do not permit or authorize such actions.

d. BellSouth's conduct violates Section 251(c)(2) of the Act, as interpreted by the FCC in the Local Competition Order ¶¶ 181-85 and 618-862. BellSouth's conduct also violates Section 251(c)(3) of the Act and 47 C.F.R. §§ 51.305(a)(5), 51.321(a) and 51.503(a)-(c).

e. BellSouth breached the applicable interconnection agreements each time it billed MCI at its tariffed access rates rather than at interconnection agreement rates for DS1 interconnection trunks.

4. With respect to the contention in the Complaint that "BellSouth is not entitled to bill WorldCom special access rates for local interconnection trunks The 2002 Agreements address this situation expressly stating that '[t]he parties will establish Meet Point Billing Arrangements . . .'" please:

a. State all facts and identify all documents that support this contention;

- b. Describe with particularity how MCI contends the “Meet Point Billing Arrangements” language in the Agreement “expressly” relates to BellSouth’s method of billing MCI for the interconnection trunks MCI orders from BellSouth as compared to relating to third party billing practices.

RESPONSE: Subject to and without waiving the General Objections, MCI responds as follows to the subparts of Interrogatory No. 4:

- a. The 2002 Agreements expressly provide for how BellSouth will be compensated for its provision of switched access services when MCI and BellSouth jointly provide that service to an IXC. In the 2002 Agreements, the parties have agreed to meet point billing of switched access services in accordance with MECAB and MECOD guidelines. Attachment 4, Section 2.3.2. Under meet point billing, each party bills the IXC for the portion of the originating and terminating access charges the party is entitled to receive. The 2002 Agreements do not allow the parties to bill access charges to one another in conjunction with the provision of access service to a third party. The meet point billing provisions enable BellSouth to receive full compensation for the portion of the switched access service it provides.

- b. As described in detail in MCI’s response to Interrogatory Nos. 3a and 4a, the 2002 Agreements specify how MCI is to compensate BellSouth for the provision of interconnection trunks and how BellSouth is to be compensated (through meet point billing) for the provision of access services when access traffic is routed over interconnection trunks. These provisions make clear that BellSouth is compensated for its provision of access services provided for traffic routed over interconnection trunks

exclusively through meet point billing, and not through increased payments for the interconnection trunks themselves.

5. With respect to the contention in the Complaint that “BellSouth’s practices of purporting to require WorldCom to provide a ‘Percent Local Facility’ figure and of billing DS1 interconnection trunks at special access rates, constitute breaches of the 1997 and 2002 Agreements” please:

- a. State all facts and identify all documents that support this contention;
- b. Identify each provision of the 1997 and 2002 Agreements that MCI contends are breached by BellSouth’s request for PLF information;
- c. State the date that MCI contends BellSouth breached the 1997 and 2002 Agreements.
- d. State the date that MCI requested and/or ordered DS1 interconnection trunks from BellSouth. Describe with particularity all facts and identify all documents that evidence MCI requested and/or ordered local services as opposed to access services relating to DS1 interconnection trunks.

RESPONSE: Subject to and without waiving the General Objections, MCI responds to the subparts of Interrogatory No. 5 as follows:

- a. See response to Interrogatory No. 3a.
- b. See response to Interrogatory No. 3b.
- c. See response to Interrogatory No. 3e.
- d. In the spreadsheets being produced in response to Document Request No. 1, MCI is providing circuit identifiers for each of the DS1 interconnection circuits in

question and the date that each circuit was established. This information will enable BellSouth to retrieve the access service requests ("ASRs") by which MCI ordered these circuits, which provide the dates that MCI ordered the circuits in question. MCI objects to producing each of these ASRs because doing would be overly burdensome, particularly because the ASRs were transmitted to BellSouth and thus BellSouth should be able to retrieve them as easily as can MCI. The ASRs that were submitted to BellSouth evidence that MCI ordered DS1 interconnection trunks under the parties' interconnection agreements, not access trunks under BellSouth's access tariffs. Among other things, an ASR includes an access customer name abbreviation ("ACNA"), which is generally different for MCI entities ordering access services and those ordering DS1 interconnection trunks under the parties' interconnection agreements. The ASR also designates point codes, Common Language Location Indicators ("CLLIs") and the Access Customer Terminal Location ("ACTL"), which identify the MCI and BellSouth switches involved, and enable BellSouth to confirm that interconnection traffic is being routed to an MCI local switch. Further, ASRs include circuit identifiers, the code for which generally is different for DS1 interconnection trunks and access trunks. BellSouth has a specific group in its interexchange carrier service center in Birmingham, Alabama that is dedicated to handling circuits such as DS1 interconnection trunks ordered under interconnection agreements. In its dealings with this group, MCI generally has not had difficulty sorting out which circuits were ordered under the parties' interconnection agreements and which were ordered under BellSouth's access tariffs.

6. Describe with particularity the type of traffic (e.g., interstate, intrastate, local) transported over the interconnection trunks and facilities at issue in the complaint.

RESPONSE: Subject to and without waiving the General Objections, MCI states that the traffic types carried over the DS1 interconnection trunks at issue in this case include, but are not limited to, local, intrastate, interstate, operator services, directory assistance and 911 traffic.

7. Please describe with particularity how MCI contends that BellSouth should distinguish local traffic from interLATA/intrastate traffic in order to bill the interconnection trunks and facilities ordered by MCI.

RESPONSE: Subject to and without waiving the General Objections, MCI states that it is not necessary for BellSouth to distinguish between traffic types for the purpose of billing MCI for interconnection trunks, for the reasons described in detail in response to Interrogatory No. 3.

8. Does MCI admit that if it provided BellSouth with information consistent with BellSouth's Jurisdictional Factors Report Guide that BellSouth could properly bill MCI for interconnection trunks? Please describe with particularity the basis for your response, which description should include all facts and identify all documents that support your response.

RESPONSE: Subject to and without waiving the General Objections, MCI states that it does not make the requested admission because Interrogatory No. 8 presupposes that BellSouth needs additional information to bill properly for interconnection trunks.

BellSouth can bill MCI properly for interconnection trunks regardless of whether MCI provides BellSouth with the information BellSouth seeks, because such information is not relevant to BellSouth's proper billing. See response to Interrogatory No. 3.

9. With respect to the contention in the Complaint that "MCI orders DS3 transport principally for interconnection and to provide the transport portion of a combination of DS1 loop and DS1 transport" please:

- a. State whether MCI is referring to dedicated interoffice transport;
- b. If MCI is not referring to dedicated interoffice transport, please describe with particularity the type of DS3 transport MCI is referring to, including a description of the typical network serving arrangement;
- c. Describe with particularity how MCI orders DS3 transport from BellSouth; including, but not limited to, an explanation of whether MCI orders DS3 transport using an Access Service Request ("ASR") or a Local Service Request ("LSR");
- d. If MCI orders DS3 transport from BellSouth using an ASR, has MCI ever ordered DS3 transport using an LSR?
- e. If MCI orders DS3 transport from BellSouth using an ASR, please describe with particularity the reasons that MCI does not order DS3 transport from BellSouth using an LSR. Please state all facts and identify all documents that support your answer.
- f. State the date that MCI requested and/or ordered DS3 transport from BellSouth. Describe with particularity all facts and identify all documents that

evidence MCI requested and/or ordered local services as opposed to access services relating to DS3 transport.

RESPONSE: Subject to and without waiving the General Objections, MCI responds to the subparts of Interrogatory No. 9 as follows:

a. Yes. Specifically, MCI is referring to dedicated transport as defined in Attachment 3, Section 10.1 of the 2002 Agreements.

b. See response to subpart a.

c. MCI orders DS3 transport using an ASR. In the spreadsheets being produced in response to Document Request No. 1, MCI is providing circuit identifiers for each of the DS3 transport circuits in question. This information will enable BellSouth to retrieve the ASRs by which MCI ordered these circuits.

d. No. MCI has never ordered DS3 transport using an LSR.

e. BellSouth historically has permitted MCI to order DS3 transport using an ASR and to MCI's knowledge BellSouth has never issued a carrier notification informing CLECs that it is possible to use an LSR to order DS3 transport. In addition, MCI is able to order DS3 transport using an ASR electronically. MCI is not aware of whether BellSouth permits DS3 transport to be ordered using an LSR electronically, and is not aware of what other requirements may exist for using an LSR to order DS3 transport, assuming an LSR in fact can be so used.

f. In the spreadsheets being produced in response to Document Request No. 1, MCI is providing circuit identifiers for each of the DS3 transport circuits in question and the date that each circuit was established. This information will enable BellSouth to retrieve the ASRs by which MCI ordered these circuits, which provide the dates that MCI

ordered the circuits in question. MCI objects to producing each of these ASRs because doing would be overly burdensome, particularly because the ASRs were transmitted to BellSouth and thus BellSouth should be able to retrieve them as easily as can MCI. The ASRs that were submitted to BellSouth evidence that MCI ordered DS3 transport under the parties' interconnection agreements, not access trunks under BellSouth's access tariffs. Among other things, an ASR used to order DS3 transport includes an ACNA, which is generally different for MCI entities ordering access services and those ordering DS3 transport under the parties' interconnection agreements. The ASR also designates CLLIs and the ACTL, which identify the location of the DS3 transport facilities. Further, ASRs include circuit identifiers, the code for which generally is different for DS3 transport circuits and access circuits. BellSouth has a specific group in its interexchange carrier service center in Birmingham, Alabama that is dedicated to handling circuits such as DS3 transport circuits ordered under interconnection agreements. In its dealings with this group, MCI generally has not had difficulty sorting out which circuits were ordered under the parties' interconnection agreements and which were ordered under BellSouth's access tariffs.

10. With respect to the contention in the Complaint that "BellSouth's refusal to bill WorldCom for DS3 transport at UNE rates constitutes a breach of the 1997 and 2002 Agreements" please:

- a. State all facts and identify all documents that support this contention;
- b. Identify each provision of the 1997 and 2002 Agreements that MCI contends have been breached;

- c. State the date that MCI contends BellSouth breached the 1997 and 2002 Agreements with respect to DS3 transport.
- d. State the UNE rates that MCI contends apply to the DS3 transport it ordered; describe with particularity (including a page number, and/or section number) where the rates appear in the 1997 and 2002 Agreements.

RESPONSE: Subject to and without waiving the General Objections, MCI responds to the subparts of Interrogatory No. 10 as follows:

a. The 1997 and 2002 Agreements provide that MCI is entitled to order dedicated transport as a UNE from BellSouth. The 2002 Agreements provide that BellSouth shall offer dedicated transport (including DS3 transport) at the rates specified in the agreements. The 1997 Agreement defines dedicated transport (including DS3 transport) as a UNE. The 1997 Agreement does not specify the rates for DS3 transport, and states in Attachment 1, Section 1.2 that except as otherwise specified in the agreement, each party is responsible for the costs and expenses that it incurs to comply with its obligation under the agreement. The 1997 Agreement further states that the rates provided in the agreement were interim and subject to true up. The parties first agreed to DS3 transport rates in the 2002 Agreements. Under the 1997 Agreement, therefore, DS3 transport was to be priced at zero (or an alternative rate agreed upon by the parties) in the interim, subject to true up at the rates ultimately agreed upon by the parties or ordered by the Authority. By purporting to charge tariffed access rates for these circuits in the interim, and refusing to true up these rates based on the DS3 transport rates agreed upon by the parties, BellSouth breached the parties' interconnection agreements. See also response to Interrogatory No. 9.

b. Such provisions include the following:

1997 Agreement: Attachment I, Section 1.1; Attachment IV, Section 10.

2002 Agreements: Attachment 1, Section 1.4 and Table 1; Attachment 4, Section 10.

c. BellSouth breached the applicable interconnection agreements each time it purported to bill MCI at its tariffed access rates rather than at interconnection agreement rates for DS3 transport.

d. The applicable DS3 transport rates are found in Attachment 1, Table 1, page 23 of the 2002 Agreements. As discussed in subpart a, these rates also should apply to DS3 transport circuits ordered under the 1997 Agreement.

11. Describe with particularity how MCI orders DS1 combinations from BellSouth; including, but not limited to, whether MCI orders DS1 combos using an Access Service Request ("ASR"), a Local Service Request ("LSR"), or some other form of ordering;

a. If MCI orders DS1 combos transport from BellSouth using an ASR, please describe with particularity the reasons that MCI does not order DS1 combos from BellSouth using an LSR. Please state all facts and identify all documents that support your answer.

b. If MCI orders DS1 combos from BellSouth using an LSR, state the date that MCI began ordering DS1 combos using an LSR.

RESPONSE: Subject to and without waiving the General Objections, MCI states that it orders DS1 combos using an ASR in Tennessee. In the spreadsheets being

produced in response to Document Request No. 1, MCI is providing circuit identifiers for each of the DS1 combo circuits in question. This information will enable BellSouth to retrieve the ASRs by which MCI ordered these circuits. MCI answers the subparts of Interrogatory No. 11 as follows:

a. Reasons MCI has not used an LSR to order DS1 combos include the following: (i) MCI is not required to use an LSR to order DS1 combos in Tennessee; (ii) the LSR process, unlike the ASR process, is only partially mechanized rather than fully mechanized; and (iii) moving from the ASR process to the LSR process would require a major systems change for MCI that it is not currently prepared to undertake.

b. MCI does not order DS1 combos from BellSouth using an LSR.

12. With respect to the contention in the complaint that "BellSouth's refusal to bill UNE rates for DS1 combos WorldCom ordered since September 14, 2000 constitutes a breach of the 1997 Agreement, the Settlement Agreement, and the 2002 Agreements", please :

- a. State all facts and identify all documents that support these contentions;
- b. Identify each provision of the 1997 and the 2002 Agreements that MCI contends have been breached;
- c. Identify each provision of the Settlement Agreement that MCI contends has been breached;

RESPONSE: Subject to and without waiving the General Objections, MCI responds to the subparts of Interrogatory No. 12 as follows:

a. The facts and documents underlying MCI's claim that it was entitled to order UNE combos at UNE prices under the 1997 Agreement were addressed thoroughly in Docket No. P-55, Sub 1167 in North Carolina, Docket No. 981121-TP in Florida and Docket No. 6865-U in Georgia, all of which involved similar claims by MCI against BellSouth. MCI won favorable orders in Florida and Georgia and then settled the North Carolina case prior to hearing and the Tennessee claim before it was filed. Paragraph 3 of the parties' settlement agreement provides in pertinent part as follows:

Going forward, BellSouth shall not price MCI's DS1 UNE services as access services in Tennessee but rather shall price them as unbundled network elements consistent with the FCC's June 2, 2000 Supplemental Order in CC Docket No. 96-98, *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996* (the "Order"), together with all other applicable interconnection agreements, and state and federal laws and regulations. The Order is referenced by way of example only, and by specifically making a reference to the Order, the Parties do not intend for the Order to carry any greater weight than that to which it is entitled by operation of law. This Settlement Agreement shall not preclude MCI from bringing new claims against BellSouth for similar causes of action, provided such similar causes of action relate only to BellSouth's practices after the Effective Date of this Settlement Agreement.

BellSouth's obligation to provide DS1 combos was retained in the 2002 Agreements. Under both the 1997 and 2002 Agreements, MCI was entitled to order DS1 combos using an ASR. The Florida commission ruled in Order No. PSC-98-1484-FOF-TP issued November 5, 1998 in Docket No. 980281-TP that under provisions similar to the 1997 Agreement, MCImetro was entitled use ASRs to order DS1 combos (in that case, called "off-net T-1s") as long as BellSouth had not provided an electronic LSR process for such orders. And this Authority, in its Order in the arbitration of the 2002 Agreements, ruled that MCI was entitled to order DS1 combos using an ASR. Despite BellSouth's obligation to provision DS1 combos that MCI requested using an ASR,

BellSouth has refused to do so for the DS1 combos MCI ordered since September 14, 2000. In the spreadsheets being produced in response to Document Request No. 1, MCI is providing circuit identifiers for each of the DS1 combo circuits in question and the date that each circuit was established. This information will enable BellSouth to retrieve the ASRs by which MCI ordered these circuits. MCI objects to producing each of these ASRs because doing would be overly burdensome, particularly because the ASRs were transmitted to BellSouth and thus BellSouth should be able to retrieve them as easily as can MCI.

b. The interconnection agreement provisions that were breached are similar to (to the extent they are not identical to) the provisions in the interconnection agreements that were addressed at length in Docket No. P-55, Sub 1167 in North Carolina, Docket No. 981121-TP in Florida and Docket No. 6865-U in Georgia. BellSouth breached Attachment 3, Sections 5.2, 5.3 and 5.4 and Attachment 8, Section 2.1.2 of the 2002 Agreements.

c. BellSouth breached Paragraph 2 of the Settlement Agreement.

13. Please state any and all local usage option(s) under which MCI contends that it qualifies to receive DS1 combinations consistent with the guidelines set forth in the FCC's *Supplemental Order Clarification*, 15 FCC Rcd 9587.

RESPONSE: Subject to and without waiving the General Objections, MCI states that the Supplemental Order Clarification applies only to circuits that have been converted from special access to DS1 combinations. It does not apply to circuits originally ordered as DS1 combinations, which are the subject of this case.

14. Please state the name or names of the persons primarily responsible for negotiating and implementing the interconnection agreements at issue in this docket.

RESPONSE: MCI objects to Interrogatory No. 14 on the grounds that the term “implementing” is vague and overly broad. Subject to and without waiving this objection and the General Objections, MCI states that the persons primarily responsible for negotiating the interconnection agreements were as follows:

1996 Agreement: MCI has not yet determined who the negotiators were for the 1996 Agreement.

1997 Agreement: Ron Martinez and Jeremy Marcus.

2001 Agreement: Ron Martinez, Bryan Green and John Monroe.

15. With respect to the contention in the complaint that “[o]n or about April 12, 2002, MCI sent a notice of discrepancy concerning (among other things) the claims raised in this Complaint” please:

- a. State when MCI first discovered the alleged “discrepancy” (discrepancies) that were outlined in its April 12, 2002 letter;
- b. State what steps MCI took, if any, to resolve or otherwise address the alleged “discrepancy” (discrepancies) with BellSouth;
- c. State what steps MCI took, if any, to reduce and/or lessen the alleged “discrepancy” (discrepancies) with BellSouth;
- d. To the extent that MCI is claiming any “discrepancy” or discrepancies relate to facilities and/or services ordered pursuant to Interconnection

Agreements that became effective in either 1996 and/or 1997, explain with particularity (i) the date MCI became aware of the discrepancy (ies); and (ii) the date MCI brought the discrepancy (ies) to BellSouth's attention.

- e. Explain how the alleged "discrepancy" (discrepancies) was (were) discovered by MCI.

RESPONSE: MCI objects to Interrogatory No. 15 to the extent that it requests information about claims that have been resolved by the parties. Subject to and without waiving this objection and the General Objections, MCI responds to the subparts of Interrogatory No. 15 as follows:

- a. MCI cannot state with certainty when it first discovered that BellSouth was not billing it the correct amount for DS1 interconnection trunks and DS3 transport, but after MCI realized that BellSouth was billing for these circuits at access rates, MCI began sending BellSouth charts with the heading "INVALID USOCS BILLING ON CSR." MCI has such charts dated February 19, 1999 and April 19, 1999, which are being produced in response to Document Request No. 1. MCI initially requested that BellSouth provide DS1 combos under the parties' interconnection agreements on or about November 10, 1997 and initially discovered a discrepancy when BellSouth refused to provision these circuits as DS1 combos. MCI discovered the DS1 combo discrepancy at issue in this case when BellSouth began billing MCI at access rates for DS1 combo circuits ordered after September 13, 2000.

- b. With respect to the DS1 interconnection trunk discrepancy, MCI sent BellSouth charts showing circuits that BellSouth was not billing correctly beginning at least in February 1999. MCI also sent the April 12, 2002 letter and subsequent

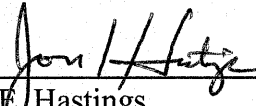
correspondence by which it sought to resolve this dispute. MCI sought to resolve the DS3 transport dispute in the same manner. In addition, MCI began seeking DS3 transport rates at least beginning in 1999 and initiated correspondence with BellSouth beginning on September 28, 2000 endeavoring to address the DS3 transport issue. MCI sought to resolve the DS1 combo discrepancy through extensive correspondence with BellSouth and through issues raised in its most recent arbitrations with BellSouth.

c. See responses to subparts a and b.

d. MCI notes that the MCI parties to the 1996 Agreement and 1997 MCI Agreement have experienced substantial turnover since those agreements were executed. The information responsive to subpart d that is currently available to MCI is provided in subpart a.

e. See response to subpart a.

By: _____


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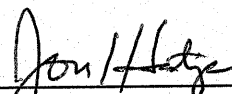
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been served upon the following both electronically and via United States Mail this the 30th day of May, 2003.

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Jon E. Hastings